



SUBMITTAL REQUIREMENTS FOR COUNTY-OWNED PROPERTY TO BE USED FOR TREE PROCESSING CENTER IN LAKE ARROWHEAD AREA

Access this document:

- Download from: www.sbcounty.gov/wsd/RFQ.htm.
- Request a copy be mailed to you – call Rochelle Olivier – 909-386-8735
- Pickup a copy at: County of San Bernardino, Solid Waste Management Department, 222 W. Hospitality Lane, 2nd Floor, San Bernardino 92415

Question and Answer Summary

What is the rent, and why does the License Agreement refer to property taxes? How much are we expected to pay?

The rent is \$1 for three months. Month-to-month extensions are free. Consideration for reduced fee is that it provides substantial cost savings that can be passed on to the residents. There are no property taxes. The Property Tax paragraph in the License Agreement is standard to all County license agreements/leases.

Why is a 24/7 security guard necessary?

Due to the high fire danger, and the fire hazard proposed by having flammable material and equipment on site, we believe full-time security is important. The RFQ noted that one 24/7 guard will be required for the entire area. Therefore, all site operators can split the cost of one guard.

Can the LACSD provide temporary fire hydrants in lieu of water tanks on each site?

We have not contacted the Lake Arrowhead Community Services District. However, there is a possibility to work some cost-sharing for temporary fire hydrants, or a larger, common tank. Water trucks may be substituted for the 2,000 gallon water tank provided that the water trucks are set up with, and host, fire apparatus. We will discuss the specifics of this issue with the successful contractors and County Fire to find a more cost-effective solution. The purpose of the 2,000 gallon water tank is for on-site fire suppression and dust control.

What is a Tree Cutting Price Structure – every tree is different?

A standard rate structure attempts to help control the cost to the residents. We have provided a sample, Attachment 4 that has been prepared by the California Department of Fire and Forestry, Riverside County. We have omitted pricing. Scores are given to each item, based on Low, Moderate, High, or Extreme hazard.

Can we use the sites for processing of wood from U.S. Forest Service jobs as long as the U.S. Forest Service job is in the Lake Arrowhead area?

The RFQ specifically prohibits use of the site for U.S. Forest Service work. However, we will consider such a request after consideration has first been given to those who will be working on private property.

What are the markets available for disposal?

The County is depending on the successful contractors to understand the lumber/wood waste markets, and potentially work together with other harvestors to develop new markets for the material. For the slash and wood waste, this may be chipped and sprayed on the private property site, provided that it is no more than 2 inches from the bare mineral soil, and it is the desire of the property owner for this service.

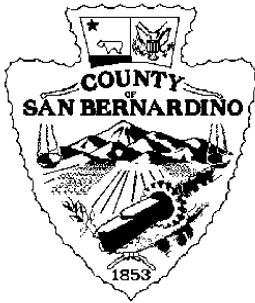
Can we use the public processing site that is proposed to be near the contractor's sites for disposal of wood waste, slash, etc.?

As a point of background, the County released on January 8, 2003 a Request for Proposals for one contractor to operate a wood waste site. You may access this RFP through the County's website: <http://www.sbcounty.gov/rfp/rfplist.htm>. The site is located on the "lower deck" of the property. The wood waste site is intended to be used for the public to access to dispose of their wood waste and debris. (We recognize that some property owners may want to dispose of the wood and debris themselves, or hire contractors other than the harvestors). However, this site CAN BE available as a disposal site for the timber harvesters – provided that the public site contractor can accept the material AFTER all material has been accepted from the public, or acceptance of the wood waste material from the timber harvester does not interfere with the contractor's ability to accept this waste from the public.

There is a provision in the License Agreement that is not called out in the RFP – that is if the site is inactive for 15 consecutive days, the Licensee may be considered in default. This should have been noted in the RFP.

Yes - this is referenced in Paragraph 14E. This is to ensure that the operations are continual, not including weather-related delays. If the operator requires a 15-day hiatus, notification to the County at least 10 days prior to that time will be required.

Project Contact: Art Rivera at 909-386-8701



**SUBMITTAL REQUIREMENTS
COUNTY-OWNED PROPERTY TO BE USED FOR
TREE PROCESSING CENTER
LAKE ARROWHEAD AREA**

**COUNTY OF SAN BERNARDINO
DROUGHT AND BARK BEETLE INFESTATION
REMEDATION PROGRAM**

Submit To:

County of San Bernardino
DEPARTMENT OF PUBLIC WORKS
Solid Waste Management Division
Attn: Peter Wulfman
222 W. Hospitality Lane, 2nd Floor
San Bernardino, California 92415-0017
Phone: (909) 386-8701
Fax: (909) 386-8900

Proposal Information and Site Visit Contact: Art Rivera (909) 386-8701.

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Attachment 2 Proposal/License Schedule

Attachment 3 Additional RFQ Information

Attachment 4 Sample Price Structure Worksheet

REQUEST FOR QUALIFICATIONS

1 Background

San Bernardino County, like many counties in the Southwest United States has for the past four years experienced a significant drought.

The communities located in the mountain region of San Bernardino County have been hardest hit, faced with water shortages and a very large number of dead and dying trees due to the drought and an infestation by various species of bark beetles. Another contributing factor is the overforestation of the area. While there have been some wildland fires in the nearby area, the urbanized area has not been subject to a fire in over 100 years. Additionally the U.S. Forest Service has not harvested timber in the region for nearly a decade. The dead and dying trees are contained on both U.S. Forest Service and private property.

Within the western portion of the San Bernardino Mountains, lies communities that include Cedarpines Park, Valley of Enchantment, Crestline, Twin Peaks, Lake Arrowhead, Skyforest, Running Springs, and Green Valley Lake, which comprises approximately 25,000 acres. To the east, lies the communities of Arrowbear and Big Bear.

County Fire, along with a coalition of agencies that include the California Department of Fire and Forestry and the U.S. Forest Service are currently processing infrared camera data to determine the total number of dead trees. Initial estimates made this spring by local timber cutters ranged between 35,000 and 50,000 dead/dying trees on privately-owned land.

Most of the trees are classified as coniferous pine.

The dead trees pose the greatest threat to health and safety as they 1) represent fuel for fire in both the wildland and urban zones; and 2) pose an immediate falling hazard. The largest area of die-off was identified in the Lake Arrowhead area about one year ago, with the Crestline area, this summer and fall experiencing similar die-off.

Most area residents are paying for removing the dead trees on their property, but they have experienced a significant economic burden to do so. Of the approximately 22,000 persons who live in the western portion of the mountain communities, approximately 27% are considered low to low-moderate income by the federal Housing and Urban Development Department.

And while the County has made temporary arrangements for disposal of slash into the County's transfer station, the County's landfills cannot continue to handle the volume of logs and slash that is resulting to remediate this public health and safety threat.

Therefore, the County of San Bernardino is requesting Qualifications from licensed timber harvesters, tree cutters, and timber/slash processors to assist with remediation. Expected responsibilities for both the harvesters and the County are outlined in Section 2.1 and 2.2 of this RFQ. The primary area of focus is the Lake Arrowhead area. A future phase may include the area of Crestline.

The California Department of Fire and Forestry has indicated that it will cooperate with the County's efforts by providing applications for a Timber Harvest Permit Exemption per private parcel harvested.

The qualifications for the harvester will be evaluated upon criteria set forth in this proposal. Reduced leases of land for processing will be offered to the most qualified harvesters as selected from this RFQ.

2 Proposed Scope of Work

The County of San Bernardino will offer a license to qualified timber harvester to process timber harvested from private lands. The property is described as north of State Highway 18, east of State Highway 173, off Torrey Pine Road, southeast of Mountain Communities Hospital. Within the approximate 26-acre site, there are approximately five separate, flattened areas, each between 2 and 3 acres (see Figures 1 and 2). The subject property is owned by County Service Area 70 (CSA 70), a separate legal entity.

The occupant will pay \$1 (one U.S. dollar) for the license which will be for an initial three-month term, with potential for month-to-month, no-fee, extensions, up to 12 extensions. The license will require a 30-day notice by either party before termination. There will be no early termination unless the operator is found to be in violation of permit or other conditions, such as inactivity for 15 days. At the end of the license, or upon termination, the occupant will be required to return the property to its natural state. A copy of a sample of the license agreement is provided in Attachment 1.

In an effort to maximize the remediation effort, it is the intent of the County to select one or more companies to operate timber processing operations within their designated, licensed area.

The Solid Waste Management Division is in the process of obtaining a Temporary Use Permit from the County's Land Use Services Department to allow timber processing to take place in the licensee's area. Permit conditions for the operation will be the ultimate decision of the Land Use Services Department.

The County does not intend to pay for tree cutting, removal, processing, or disposal of wood or wood-related waste, nor will it enter into contracts with private property owners for such activity.

2.1 Applicant Responsibility

The successful harvester(s) will be expected to perform the following but not be limited to:

- Advertise/solicit work from private property owners. (The property licensed from the County may not be used as a staging/processing area for work performed in the U.S. Forest as the County is concerned with first eliminating dead/dying/hazardous trees around structures).

- Enter into agreements with private property owners. All agreements will be between the harvester and the property owners, and the harvester will agree to hold the County harmless of liability as a result of any private contract work.
- Obtain Timber Harvest Permit Exemption for each parcel in which there is a private contract.
- Agree to cut down dead, dying, infested timber as a priority (or contract for the tree cutting).
- Removal of the trees/logs from homeowner property, as directed by the property owner.
- Process products and by-products on licensed site for disposal/resale off-site. (There is no prohibition to processing material on an alternative site in addition to the licensed site).
- Disposal/resale of the timber to markets other than the County's landfills.
- Operate under all rules, regulations, and permit conditions, including Timber Harvest Plan Exemption.
- Allow 24-hour access for regulatory inspections.
- Cut and process all grades of dead/dying/diseased trees as a priority regardless of their marketability. Limit harvesting of live trees (i.e., those that are not dead, dying, or diseased) and only upon the approval of a Professional Forester who is not an employee of the proposer, and under the conditions and approval of the California Department of Fire and Forestry.
- Keep a written record, in tons or cubic yards, of the dead, infested, and live trees harvested, and report monthly to the Solid Waste Management Division. Reports will be due by the 5th business day following the end of the calendar month.
- Segregate trees that are actively infested with the Bark Beetle, or in which larva are present. Handle these trees per the instruction of County Fire Department's Registered Forester to prevent further infestation.
- Agree to cost share with other harvesters in adjacent processing areas for supplies (such as fuel, maintenance, dust control), and salary and benefits for a 24-hour on-site security guard.

2.2 County Responsibility

The County of San Bernardino, Solid Waste Management Division, will be responsible for the following but not limited to:

- Obtain the Temporary Use Permit for timber processing on the licensed property.
- Provide limited site fencing, per plan.
- Enforcement of all permit conditions.
- Review written records of processed material.
- Assist in expediting any permits required by other County departments and resolving unforeseen issues with other local, State, and Federal agencies.

The County will not allow any of the processed material to be disposed of in the County's transfer stations or landfills. The County can work with the harvester to advise of material availability to area composters and assist in the posting of the material availability on the CalMax website (a statewide website for construction/demolition material, refer to www.calmax.ciwmb.ca.gov), as well as any other recycling/composting trade journals/publications of which our staff is aware, if requested by the harvester.

3 SUBMITTAL REQUIREMENTS

Five copies of the Qualification package should be submitted to the name and address on the first page of this document, on the date shown on the first page. Faxed submittals will not be accepted. A schedule for proposal evaluation and license agreement approval is provided in Attachment 2. Additional information for proposal preparation is provided in Attachment 3.

Each Qualification package shall contain the following information. Each criteria will be ranked and scored as follows. The County will provide licenses to proposer(s) who have the highest score(s). If the license cannot be negotiated, the County will begin negotiations with the next highest scored proposal(s).

Cover letter

The cover letter should contain the name and phone numbers of the persons authorized to enter into agreements on behalf of the proposer. The letter should also state if the proposer is able to meet all the conditions as identified in the Sample License Agreement in Attachment 1.

Employment of Former County Officials. Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

Insurance: Submit evidence of ability to insure as stated in Attachment 1, Indemnification and Insurance Requirements.

Financial Assurance: Provide a statement that the proposer can provide a security deposit in the form of a cashier's check, bond, or letter of credit, in the amount of \$25,000 to be used in the event of costs that may be incurred by the COUNTY as a result of default of the license. This financial assurance instrument must be provided upon license signing. The deposit will be returned if the property is vacated in a manner acceptable to the COUNTY.

Section 1 – Tree Cutting Price Structure (30 points)

This section should provide a table of proposed rates that will be charged to property owners in the San Bernardino Mountains for timber cutting and processing services. The County believes this deserves a high ranking because of the significant economic impact of tree removal felt by County residents. By licensing a central processing site at a significantly reduced rate to a proposer who will agree to pass that savings onto our residents, the County hopes to reduce this economic impact.

Section 2 – References (10 points)

Please provide three or more client references, as well as the regulatory agencies who oversaw those projects, where you have conducted timber harvesting operations. References should contain a name and contact phone number.

Section 2A - Project Profiles (Optional – Bonus 5 points)

Please provide at least three project descriptions of logging operations that are similar in nature to the County's proposed program in which you have performed in the past five years.

Section 3 - Licenses, Permits (5 points)

Please provide copies of all licenses and certifications held by your company. Also list any and all affiliations and associations to which your company belongs.

Section 4 - Operational Experience Resumes (5 points)

Please provide a list of personnel and their job assignments who would be directly involved in the daily operation of the proposed facility. For the supervisory positions, please provide a brief description of their experience with this type of operation. PLEASE PROVIDE THE RESUME OF A REGISTERED, PROFESSIONAL FORESTER WHO WILL PROVIDE CONTRACT CONSULTING. This person must not be an employee of the proposer.

Section 5 - Operational Proposal and Needs Identification (30 points)

While not mandatory, it is recommended that all proposers visit the site(s) as identified by the County prior to submitting a qualifications package. Please indicate if you have visited the site. You may contact the person listed on the first page of this Request for Qualifications for access to the site.

Please provide a description of how you would propose to run an operation to meet the needs of this Request.

Please be as specific as possible, such as hours of operation, number of employees, whether the employees will be living on site or if they will require housing, number of incoming and outgoing trucks per day, amount that can be processed per day, list of equipment to be used, etc.

The Temporary Special Use Permit relative to the licensed site to be obtained by the County will contain a list of conditions for operation. While the permit has not yet been finalized, typical conditions could include but not be limited to the following:

- All chipping and grinding operations will cease at least 1 hour prior to dusk, and all machinery cleared of all brush, and debris.
- Operations that require heavy, noisy equipment, such as chippers, grinders, chain saws, etc. can only operate after 8 a.m.
- No nighttime operations, except for office work or work that does not require out-of-doors work, will be permitted, unless on an emergency basis to be approved by the Fire Department and the Solid Waste Management Division Manager.
- Welding and machine repair is to be conducted in the early morning hours.
- Site shall be accessible to the County Fire Department and other regulatory agencies at all times.
- Provide a 24-hour security guard (Note: a cost-share arrangement among the operators can be made).
- Provide a 2,000 portable, stationary, water tank on site, per County Fire requirements.
- No on-site, outside storage or handling of flammable liquids, hazardous materials, oils, lubricants, or antifreeze.
- Maintain a 25-foot-wide clearance on each side of the centerline of the common access road within each area.
- All storage of wood and other combustible materials shall conform to the Uniform Fire Code, Article 30, and shall adhere to the following:
 - The distance between piles of combustible material storage shall be 30' at the base.
 - Combustible material storage shall not exceed twenty (20') feet in height from the bottom of the combustible materials

- Combustible material storage shall be no closer than ten (10') feet to any fence or other obstruction.
- Clear/unobstructed access shall be maintained always to any combustible material and water tank or water source.
- A fire department Knox entry lock system shall be installed on all entrance gates.
- A property identifier shall be posted and clearly visible from the access road displayed with reflective 6' or higher lettering.
- No temporary or permanent site lighting

Please estimate the maximum number of incoming and outgoing loads per day, and identify the type of trucks and equipment to be used both on site and off site. Please provide information as to if any equipment or trucks are alternative fuel, any efforts that will be made to operate quieter, more efficient machinery, etc.

Please provide Health and Safety Plan that includes operational measures for fire prevention Plan. Please note that ingress and egress to all commercial log areas and the main entrance is through a portion of each of the sites, and traffic safety elements should be included.

Please provide information on measures that will be implemented to reduce stormwater pollution and dust control.

Please also identify cost factors that could be further reduced with the County's assistance.

The County recognizes that there might be slight variations in price structure and operational equipment. However, this section is required to ensure that the applicant has full knowledge of its needs for this specific operation, and the County has a full understanding of the proposed operation in order to best address all issues.

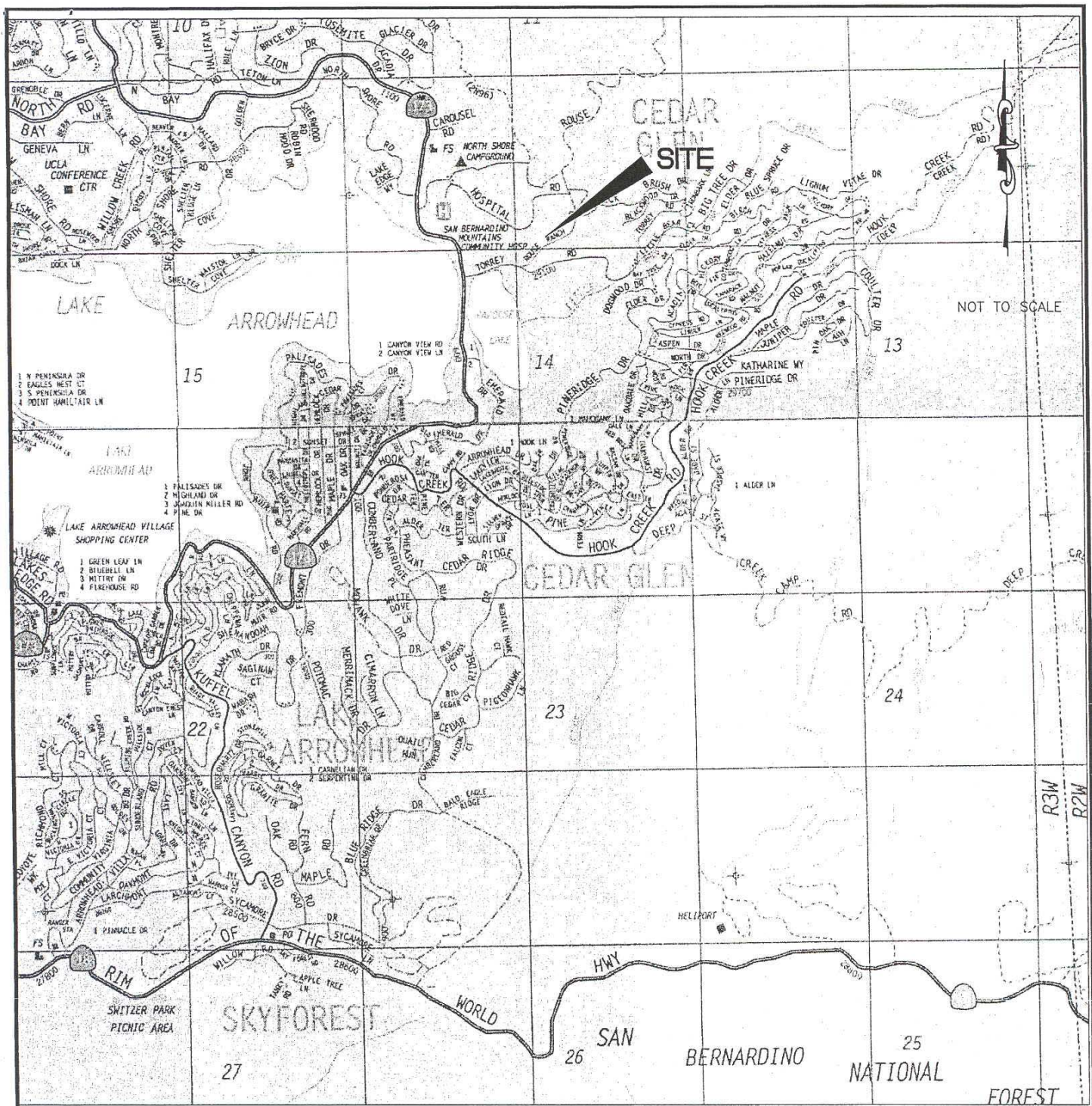
Please also state the acreage you require for your proposed operation. Please refer to Figure 2 for the available sites. Please state if you have a preference of the three sites, and if so, the reason.

Some site fencing will be provided by Public Works (see Figure 2). The occupant will be expected to provide its own fencing if additional fencing is required.

Section 6 - Disposal/Resale Market Capabilities (20 points)

Please describe your plan to dispose of the residual material from tree harvesting and processing operations outside of landfilling. Please describe your experience and relationships with mills, composting operations and/or other markets to avoid the material being disposed of in landfills and or transfer stations in San Bernardino County or other jurisdictions. Please identify if you have any current contracts with a market segment for which this product can be sold or disposed.

****END OF QUALIFICATIONS SUBMITTAL REQUIREMENTS****



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

DRAWN BY
MJS

DESIGNED BY
XXXXX

PROJ. ENGR.
XXXXX

SCALE
N.T.S

VICINITY MAP
LAKE ARROWHEAD
BARK BEETLE WOOD
DIVERSION SITE

FIGURE

1

DATE
12-18-02



COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS SOLID WASTE MANAGEMENT DIVISION				LAKE ARROWHEAD PROPOSED BARK BEETLE WOOD DIVERSION SITE (EAST OF HOSPITAL) BARK BEETLE DIVERSION SITE		FIGURE 2a
DRAWN BY MJS	DESIGNED BY	PROJ. ENGR. GES	SCALE AS SHOWN	DATE 12-23-02		

Attachment 1

County License Agreement

SAN BERNARDINO COUNTY LICENSE AGREEMENT

LICENSEE:

COUNTY:

San Bernardino County Public Works
Solid Waste Management Division
222 E. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-00017

PREMISES:

TERM OF LICENSE: 3 months with up to 12 one-month extensions

COMMENCEMENT DATE OF LICENSE: January ____, 2003

SAN BERNARDINO CO. SOLID WASTE MANAGEMENT CONTRACT NO. _____

REV. 12/20/02

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LICENSE AGREEMENT

This license agreement is made and entered into by and between San Bernardino County ("County") COUNTY and _____, ("LICENSEE").

WITNESSETH

WHEREAS, the entire real property referred to herein in Exhibit "4" is owned by County Service Area 70 Improvement Zone D-1 ("DISTRICT") and is licensed to the County for timber processing operations;

WHEREAS, a portion of the entire real property (identified as Areas 1 through 5 on Exhibit 4) will be utilized for timber processing operations by a licensed, qualified contractors to be chosen by the County through a Request for Qualifications process ("RFQ") process;

WHEREAS, LICENSEE is one of the licensees chosen though the RFQ process and will conduct timber processing operations in Area ____ (as identified on Exhibit "4"; hereinafter "Premises");

WHEREAS, COUNTY and LICENSEE now desire to enter into this license agreement for the use of the Premises with necessary ingress and egress to the Premises.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained being fully kept and performed, and in consideration of the benefits to be derived by each party:

COVENANTS AND AGREEMENTS:

1. **USE:** The COUNTY grants a license, including ingress and egress for the above-described Premises to LICENSEE for the purpose of processing timber that is dead, dying, or which is/has been damaged, infested or killed by the bark beetle infestation harvested within the unincorporated area of San Bernardino County known as Lake Arrowhead (excluding specifically any timber harvested from federal or state owned lands. Collectively such operations shall be referred to as "LICENSEE's Facilities."

This license and the rights herein granted to LICENSEE shall be subject to the paramount legal duties and obligations of COUNTY or the DISTRICT, including, but not limited to, the right to cross over and/or occupy the Premises with any and all equipment necessary in the preservation of the real property without liability for any damages to LICENSEE's Facilities.

As used herein "timber processing" means and includes, operations that are/will be described by the California Department of Fire and Forestry rules regulations and permits, and in the County of San Bernardino Temporary Use Permit. All timber processing on the Premises shall be consistent with all applicable State, Federal, and Local regulation or permit and shall further be consistent with the provisions of the RFQ which lead to the granting of this license.

2. **TERM:** The term of said license shall be for three months.

3. **EXTENSION OF TERM:** COUNTY in its sole discretion may extend the term of the license on the same provisions and conditions, for one month, with a maximum of 12 extensions ("extended terms") following expiration of the initial term, provided that at the time of the applicable extension, LICENSEE is not in default with respect to any of the terms, covenants or conditions to be observed or performed by LICENSEE hereunder. If LICENSEE desires such an extension it shall give written notice of such desire to the Solid Waste Management Division ("SWMD") of the COUNTY at least 15 days, but not more than 30 days, prior to the expiration of the preceding term.

4. **FEES AND CONSIDERATION:**

- A. LICENSEE shall pay to COUNTY One Dollar (\$1.00) payable in advance for the initial term of this LICENSE.
- B. As additional consideration, LICENSEE may not refuse to enter into a private-party contract, on terms acceptable to both parties, to remove, pursuant to all applicable regulations, all dead, dying, and diseased trees regardless of their marketability, or lack thereof.
- C. The parties acknowledge that the actual consideration paid by the LICENSEE is the LICENSEE's passage of the savings experienced by the LICENSEE through this license to the public in reduced fees paid the LICENSEE by the public for, and the concomitant benefit to the public of, removing trees damaged or killed by the bark beetle infestation, with the attendant reduction in the risk of fire associated with such removal.

5. **FEE ADJUSTMENTS:** There will be no adjustments to the fee for the initial term or extensions.

6. **SECURITY DEPOSIT:**

A. Prior to the commencement date of this license, LICENSEE shall establish a security deposit in the form of cashier's check, bond, or letter of credit in accordance with a procedure approved by COUNTY in writing in the amount of \$25,000, which amount is agreed upon between the parties hereto.

B. If LICENSEE defaults in any of the terms, provisions, covenants and conditions of this license, COUNTY may use, apply, or retain the whole or any part of this security for the payment of any default or for any other sum which the COUNTY may spend or be required to spend by reason of LICENSEE's default.

C. Interest earned, if any, shall remain the property of the LICENSEE as earned and shall not become part of the security deposit nor shall be credited or payable to COUNTY in any manner.

D. Should LICENSEE fully and faithfully comply with all the terms, provisions, covenants and conditions of this license, the security or any balance of the security shall be returned to LICENSEE at the expiration of the license term or extension(s) thereof.

E. COUNTY may require, at anytime, that the security deposit be increased.

F. If COUNTY uses any portion of the security deposit it must be replenished by LICENSEE within ten (10) days following written notice to LICENSEE from COUNTY.

7. **ACCEPTANCE OF PREMISES:** Upon the acceptance of the possession and occupancy of the Premises by LICENSEE, the same shall conclusively be deemed to be fit and proper for the purposes for which the same is hereby licensed and to be used with LICENSEE's acknowledgment, acceptance and understanding that a former landfill for the construction of the Lake Arrowhead Dam underlies the Premises. LICENSEE expressly waives and releases the COUNTY, the DISTRICT, and their respective authorized agents, officers, volunteers and employees against any and all claims or actions for property damage and/or personnel injury and/or death in and about any part of the property, including the Premises, and for any costs or expenses incurred by the COUNTY, DISTRICT, and/or LICENSEE and/or claims and/or actions arising therefrom. The LICENSEE, notwithstanding the application of Section 1542 of the California Civil Code, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of the executed release which if known by him or her must have materially effected his or her settlement with the debtor."

expressly waives and relinquishes all rights and benefits afforded it by said Section 1542, and any and all similar laws of any State or territory of the United States. This agreement shall act as a release of future claims that may arise from the above-mentioned whether such claims are currently known, unknown, foreseen, or unforeseen. The LICENSEE understands and acknowledges the significance and consequences of such specific waiver of Section 1542 and hereby assumes full responsibility for any injuries, damages, losses, or liability that they or their personnel may hereafter.

8. **ASSIGNMENT:** This license shall not be assigned without the express prior written approval of the COUNTY.

9. **COUNTY'S ACCESS TO PREMISES:**

A. COUNTY or DISTRICT, or their respective authorized agents, officers, volunteers and employees reserve the right to enter upon the Premises at any reasonable time for the purpose of inspecting the Premises for conformance to license provisions and for carrying out any routine

and emergency maintenance or construction repair work on the DISTRICT'S facilities that COUNTY or DISTRICT may deem expedient, nor shall said COUNTY or DISTRICT be liable for damages to LICENSEE's Facilities as a result thereof. This same access clause will apply to state and federal agencies, their authorized agents, officers, volunteers and employees who have regulatory authority over the COUNTY, DISTRICT, and/or LICENSEE.

B. COUNTY's or DISTRICT's activities shall take precedence at all times, and when any work or activity must be performed to carry out the functions and purposes of the COUNTY or DISTRICT, LICENSEE must allow same to be done without interference. COUNTY and/or DISTRICT shall give LICENSEE reasonable notice of impending activities whenever possible.

10. **MAINTENANCE/REPAIRS:**

A. The DISTRICT's maintenance roads will be available for normal and routine maintenance of the LICENSEE's Facilities by LICENSEE. Maintenance and inspection of Facilities installation will be the responsibility of the LICENSEE and regular inspections are required as necessary to ensure the improvements are maintained in a good and safe condition. Any damage to DISTRICT's facilities or facilities of others resulting from said maintenance activities shall be the responsibility of LICENSEE. If an installation becomes a hazard to DISTRICT's facilities or other users of the real property identified on Exhibit "4" of which the Premises are a part, the LICENSEE will be required to eliminate the hazard. LICENSEE shall notify COUNTY in advance of its intention to make major repairs subject to COUNTY approval.

B. LICENSEE shall have ten (10) days from the creation of the need to repair to perform its obligation to repair under this paragraph, except that LICENSEE shall perform its obligations immediately if the nature of the problem presents a hazard, emergency or unsafe condition. If LICENSEE does not perform its obligations within the time limitations in this paragraph, COUNTY can perform the obligations and has the right to be reimbursed for the sum it actually expends (including charges for COUNTY's equipment and personnel) in the performance of LICENSEE's obligations. Without in any way affecting LICENSEE's duty to inspect, maintain and repair LICENSEE's Facilities regardless of whether any specific notice of need for maintenance or repair is provided to LICENSEE, the COUNTY may request specific maintenance or repairs. Any such request may be made orally, by telephone or otherwise.

11. **RESERVED.**

12. **HAZARDOUS MATERIALS:**

A. **Definition.** For purposes of this agreement, the term "Hazardous Substance" means any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. ("RCRA"); Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the

California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; California Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; California Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the California Porter-Cologne Water Quality Control Act, Water Code Sections 1300 et seq., all as amended, (the above-cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Laws") or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) asbestos.

B. In connection with the license of the Premises by LICENSEE, (a) LICENSEE agrees and acknowledges that it has had an opportunity to investigate all of the property identified on Exhibit "4," the Premises and their environs for the presence of any hazardous substance; (b) any and all reports, studies, analyses, estimates, maps, drawings, materials, etc. delivered by COUNTY to LICENSEE preceding execution of this license are delivered to LICENSEE as an accommodation and not with the intent that such items be relied upon by LICENSEE, except to the extent that LICENSEE has independently confirmed the validity of such items; and (c) LICENSEE's decision to enter into this license is based upon the investigation, study and analysis of all of the property identified on Exhibit "4", the Premises and their environs made by LICENSEE or its agents and/or independent contractors, and not upon oral or written statements or representations of COUNTY. It is expressly understood by LICENSEE and COUNTY that all statements and representations made by COUNTY which are not included in this agreement (a) are intended by COUNTY to be made as an accommodation to LICENSEE in COUNTY's investigation and not in lieu of LICENSEE's investigation; and (b) are not to be relied and acted upon by LICENSEE.

C. LICENSEE shall not permit, authorize, or suffer at any time herein relevant the presence, use, manufacture, handling, generation, storage, treatment, discharge, release, burial or disposal on, under or about the Premises of any hazardous substance, or the transportation to or from the Premises of any hazardous substance except as set forth in Exhibit "2".

D. LICENSEE agrees, in addition to those obligations imposed upon it pursuant to **Paragraph 18, HOLD HARMLESS**, herein, to indemnify, defend with counsel approved by COUNTY and the DISTRICT, protect and herein hold harmless COUNTY and DISTRICT, their respective directors, officers, employees, agents, assigns, volunteers, and any successor or successors to DISTRICT and COUNTY's interest in the Premises as it relates to Hazardous

Substances as defined in **subparagraph A.** from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses of any kind whatsoever paid, incurred or suffered by, or asserted against, the Premises or any indemnified party directly or indirectly arising from or attributable to (a) any breach by the LICENSEE or any of its agreements, warranties or representations set forth in this license, or (b) any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance on, under or about the Premises caused by LICENSEE's use of the Premises, regardless of whether undertaken due to governmental action. To the fullest extent permitted by law, the foregoing indemnification shall apply regardless of the fault, active or passive negligence, breach of warranty or contract of LICENSEE.

E. Without limiting the generality of this indemnity, this indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364 to insure, protect, hold harmless and indemnify COUNTY and the DISTRICT for any liability arising out of LICENSEE's use of the Premises pursuant to such sections.

13. **IMPROVEMENTS:** All improvements to the Premises that are directly related to timber harvesting/processing/storage shall remain the property of LICENSEE. Upon termination of this license or any extension or renewal thereof, and the faithful performance of each and all of the terms, covenants and conditions thereof, the LICENSEE shall have the right to remove improvements directly related to timber harvesting/processing/storage, and shall have a period of thirty (30) days, after such termination, within which to complete the removal of these items. Upon such termination, if the LICENSEE does not elect to exercise such right, COUNTY shall either require LICENSEE, at LICENSEE's expense, to remove all such items, or elect to retake possession of the Premises together with all such items which shall thereupon become the property of the COUNTY. Further, no improvements shall be made on the Premises without the prior written consent of the COUNTY.

14. **DEFAULT AND RIGHT TO TERMINATE:**

A. If LICENSEE should fail to perform, keep or observe any of the terms, conditions or covenants as set forth in this license, COUNTY may give LICENSEE written notice to correct such condition or cure such default.

1. This license will not be terminated if within ten (10) days after receipt of such written notice, the LICENSEE shall cure the condition or default.

2. If such condition or default should continue for ten (10) days after receipt of written notice of default, COUNTY may at its option elect to terminate this license. Such election to terminate shall not be construed as a waiver of any claim the COUNTY may have against LICENSEE, consistent with such termination.

3. If, however, LICENSEE shall have commenced the elimination of such default within ten (10) days after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, then the period for correction shall be extended for such length of time as is reasonably necessary to complete such correction.

B. If, however, in the sole discretion of COUNTY, the problem represents a hazard or emergency, LICENSEE shall perform its obligations immediately. If LICENSEE fails to perform its obligations immediately, COUNTY may perform the obligations and have the right to be reimbursed for the sum it actually expends (including charges for COUNTY's equipment and personnel) in the performance of LICENSEE's obligations. If LICENSEE does not reimburse COUNTY within ten (10) days after demand from COUNTY, COUNTY shall have the right to apply LICENSEE's security deposit provided for in **Paragraph 6, SECURITY DEPOSIT**.

C. Upon any termination of this license, LICENSEE covenants and agrees to surrender and to forfeit this license, and deliver up the Premises peaceably to the COUNTY immediately upon any such termination. If said LICENSEE shall remain in possession of said Premises after any termination of this license, said LICENSEE shall be deemed guilty of an unlawful detention of the Premises and shall be subject to eviction and removal, forcibly or otherwise, at any time thereafter, with or without process of law. In the event of the failure of LICENSEE to remove personal property, machinery or fixtures, if any, belonging to it from the Premises immediately upon any termination of this license, COUNTY may remove such personal property and place the same in storage at the expense of LICENSEE and without liability to COUNTY for loss thereof. LICENSEE agrees to pay COUNTY on demand all expenses incurred in such removal, including court costs and attorney's fees and storage charges; or COUNTY may at its option apply LICENSEE's security deposit provided for in **Paragraph 6, SECURITY DEPOSIT**, and/or without notice sell all or any part of said personal property at public or private sale for such prices as COUNTY may obtain, and apply the proceeds of such sale upon any amounts due under this license from LICENSEE and to any expense incidental to the removal and sale of said personal property, with the surplus, if any, being refunded to LICENSEE.

D. The receipt by the COUNTY of any fees or of any other sum of money paid by LICENSEE after any default, the termination and forfeiture of this license for any reason, or after the giving by COUNTY of any notice to effect such termination, shall not waive the default, reinstate, continue or extend the term of this LICENSE, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by COUNTY to the LICENSEE prior to the receipt of any such sum of money or other consideration, unless so agreed to be in writing and signed by COUNTY. Any act of the COUNTY or its agents or employees during the term of this license shall not be deemed to be an acceptance or a surrender of said Premises, excepting an agreement in writing signed by the COUNTY agreeing to accept such surrender.

E. In the event that LICENSEE fails to conduct any timber processing, as defined in Section 1 of this license, for any consecutive 15-day period, then LICENSEE shall be deemed to be in

default of the terms of this license and be subject to receipt of a notice as provided in paragraph A. of this Section.

15. **HOLDING OVER:** If the LICENSEE continues in possession of the Premises after the expiration of the term or after any termination of this license prior to the expiration of the term, and if said occupancy is with the consent of the COUNTY, then LICENSEE shall be deemed to be holding the Premises on a month-to-month basis subject to written extensions provided to the LICENSEE by the COUNTY.

16. **LICENSES AND CERTIFICATIONS:** LICENSEE agrees that it will acquire and maintain those certifications, licenses, approvals and permits required by any Federal, State or local jurisdiction or authority for carrying out the purpose of this license. Failure to comply with this provision will constitute a default and right to terminate by COUNTY under **Paragraph 14, DEFAULT AND RIGHT TO TERMINATE**, of this license.

17. **INSURANCE REQUIREMENTS:**

A. COUNTY is a public entity and is self-insured.

B. Without in any way affecting the indemnity herein provided, and in addition thereto, the LICENSEE shall secure and maintain throughout the lease the following types of insurance with limits as shown.

1. **Comprehensive General and Automobile Liability Insurance.**

This coverage is to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.00. This policy or other insurance must include coverage for loss or damage from explosion, collapse, water damage and underground hazards.

2. **Workers' Compensation Insurance.** A program of workers' compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability Insurance with \$250,000.00 limits, covering all persons providing services on behalf of the LICENSEE and all risks to such persons under this agreement.

3. **Environmental Liability Insurance.** This insurance shall have a combined single limit of not less than \$1,000,000.00 per occurrence.

C. In the event structures are built during the period of any construction, LICENSEE shall, in addition to the insurance required by **subparagraph 17B above**, provide or cause its contractor or subcontractors to furnish the following forms and amounts of insurance.

1. **Builders All-Risk Insurance** covering the entire work against loss or damage until completion. Insurance shall be in an amount for the replacement value of the subject building and improvements and endorsed for broad form property damage, breach of warranty, and

explosions, collapse, and underground hazards. Deductibles not exceeding five percent (5%) of the construction cost will be allowed;

D. Additional Named Insured: All policies, except for the Workers' Compensation, shall contain additional endorsements naming the COUNTY and the DISTRICT and their respective officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the occupancy hereunder.

E. Waiver of Subrogation Rights: LICENSEE shall require the carriers of the above required coverages to waive all rights of subrogation against the DISTRICT or the COUNTY and their respective officers, employees, agents, volunteers, contractors and subcontractors.

F. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT or the COUNTY.

F. Proof of Coverage: LICENSEE shall immediately furnish certificates of insurance to the SWMD, evidencing the insurance coverage, including endorsements, above required prior to the commencement of occupancy hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the COUNTY and LICENSEE shall maintain such insurance from the time LICENSEE commences occupancy hereunder until the completion of such occupancy. Within sixty (60) days of the commencement of this agreement, the LICENSEE shall furnish certified copies of the policies and all endorsements.

H. The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY or the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item reasonably related to the COUNTY or the COUNTY's risk. Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. LICENSEE agrees to execute any such amendment within thirty (30) days of receipt.

I. Failure to Procure Insurance. All insurance required must be maintained in force at all times by LICENSEE. Failure to maintain said insurance, due to expiration, cancellation, etc., shall be cause for the COUNTY to give notice to immediately suspend all LICENSEE's business activities. Failure to reinstate said insurance within ten (10) days of notice to do so shall be cause for termination and forfeiture of this agreement, and/or COUNTY, at its discretion, may

procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by COUNTY shall be repaid by LICENSEE to COUNTY upon demand.

J. COUNTY shall have no liability for any premiums charged for such coverage(s). The inclusion of the COUNTY and the DISTRICT as additional named insured is not intended to and shall not make either a partner or joint venturer with LICENSEE in LICENSEE's operations.

18. **HOLD HARMLESS:** LICENSEE agrees to indemnify, defend (with counsel approved by COUNTY and the DISTRICT) and hold harmless the COUNTY, and the DISTRICT and their respective officers, agents, volunteers and employees from any and all claims, actions, losses, damages and/or liability arising out of this license from any cause whatsoever including the acts, errors or omissions of any person and for any costs and expenses incurred by the COUNTY or the DISTRICT on account of any claim therefore except where such indemnification is prohibited by law.

In addition to the above, and to other indemnification and hold harmless provisions set forth in this agreement, LICENSEE agrees to indemnify, defend and hold harmless the County, Board Governed Special Districts and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and liability arising from LICENSEE's, its officers', employees', agents' and contractors operations off the licensed property, including but not limited to their tree removal and/or tree harvesting on private property and any costs or expenses incurred by the County or Board Governed District on account of any claim thereon. This obligation to indemnify, defend and hold harmless the County and the Board Governed Special Districts shall survive the expiration of the term of the lease

19. **TAXES, ASSESSMENTS AND LICENSES:** LICENSEE shall pay before delinquency any and all property taxes, assessments, fees, or charges, including possessory interest taxes, which may be levied or assessed upon any personal property, improvements or fixtures, if any, installed or belonging to LICENSEE and located within the Premises. LICENSEE shall also pay all license or permit fees necessary or required by law for the conduct of its operation and/or in accordance with Section 107 of the California Revenue and Taxation Code. LICENSEE recognizes and understands that this license may create a possessory interest subject to property taxation and that the LICENSEE may be subject to the payment of property taxes levied on such interest, unless the parties otherwise agree in writing prior to the start of construction or installation.

20. **BUILDING AND SAFETY REQUIREMENTS:** All activities under this license must conform to all applicable rules, regulations, laws, ordinances, codes, statutes or orders of any governmental authority, Federal, State or local lawfully exercising authority over LICENSEE's operations. In the event that the LICENSEE's use of the Premises conflicts in any way, or is in violation of any of said rules, regulations, ordinances, statutes or orders, the LICENSEE shall remove or modify the installation to conform with the applicable regulations within ten (10) days of receipt of written notice to do so from the COUNTY. COUNTY's determination of conflicting use shall be conclusive.

21. **GENERAL COVENANTS AND AGREEMENTS:**

A. At any time during the life of the license, the COUNTY may revise, modify, or add provisions to the license as may be required to meet the DISTRICT'S obligations for which the real property described in Exhibit "4" is held by DISTRICT, so long as any revisions, modifications, etc., do not substantially interfere with LICENSEE's use of the Premises.

B. LICENSEE agrees not to use said Premises, or any part thereof, for any purpose which causes injury to any neighboring property, nor for any purpose in violation of valid applicable laws or ordinances.

C. No political signs shall be permitted on the Premises.

D. Uses granted to LICENSEE under this license are valid only to the extent of the COUNTY's existing rights and may be subject to other existing easements and encumbrances. Rights granted to the LICENSEE are not exclusive.

E. Activities under this license are subject to any instructions of the COUNTY, and/or DISTRICT or their respective representative.

F. If the LICENSEE should refuse or neglect to comply with the provisions of the license, or the orders of the COUNTY, the COUNTY may have such provisions or orders carried out by others at the expense of the LICENSEE. All the terms, covenants and conditions set forth herein are to be strictly complied with by the LICENSEE. Any failure to comply therewith shall be grounds for immediate cancellation of the license.

G. This license is valid only to the extent of COUNTY jurisdiction. Permits required by other interested agencies shall be the responsibility of the LICENSEE. **NOTHING CONTAINED IN THIS LICENSE SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE COUNTY OR THE DISTRICT OR THE COUNTY. Notwithstanding the forgoing, the COUNTY has obtained the Temporary Use Permit attached hereto as Exhibit "3".**

H. Upon surrender of the Premises, LICENSEE shall leave the Premises in its clean, pre-licensed condition ensuring that all trash, debris, wood and tree-related debris are removed.

22. **TERMINATION:** Either party may terminate this license at any time by giving the other party written notice of any termination pursuant to this paragraph at least thirty (30) days prior to the date of termination. LICENSEE shall perform all necessary removals or relocation within said thirty (30) days.

23. **INCORPORATION OF PRIOR AGREEMENT:** This license contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this license,

and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

24. **WAIVERS:** No waiver by either party of any provisions of this license shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.

25. **AMENDMENTS:** No provision of this license may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor in interest, expressing by its terms an intention to modify this license.

26. **SUCCESSORS:** This license shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

27. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.

28. **CONSENT:** Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

29. **EXHIBITS:** All exhibits referred to are attached to this license and incorporated by reference.

30. **LAW:** This license shall be construed and interpreted in accordance with the laws of the State of California.

31. **CAPTIONS AND COVER PAGE:** The paragraph captions and the cover page of this license shall have no effect on its interpretations.

32. **SEVERANCE:** If any provision of this license is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this license, and all such other provisions shall remain in full force and effect provided, however, that the purpose of the license is not frustrated. It is the intention of the parties hereto that if any provision of this license is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

33. **NOTICES:** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party, or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall

be deemed communicated two (2) COUNTY working days from the time of mailing if mailed as provided in this paragraph.

COUNTY's address: San Bernardino Co. Public Works
Attention: Ken Miller, Director
222 W. Hospitality Lane, 2nd Floor
San Bernardino, Ca 92415-0017

LICENSEE's address: _____

34. **SURVIVAL:** The obligations of the parties which, by their nature, continue beyond the term of this license, will survive the termination of this license.

35. **JURY TRIAL WAIVER:** COUNTY and LICENSEE hereby waive their respective right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding and/or hearing brought by either COUNTY against LICENSEE or LICENSEE against COUNTY on any matter whatsoever arising out of, or in any way connected with, this license, the relationship of COUNTY and LICENSEE, LICENSEE's use or occupancy of the Premises, or any claim or injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

36. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under **Paragraph 18, HOLD HARMLESS.**

37. **INTERPRETATIONS:** The language in all parts of this license shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

38. **EXERCISE OF COUNTY'S RIGHTS:** The Director of Public Works shall have authority to exercise the rights of the COUNTY pursuant to this license, including without limitation the right to approve or deny any request for an extension of the term of the license.

39. **COMPLIANCE WITH LAWS**

During the term of the License, LICENSEE shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. LICENSEE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State

and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

40. **CONFLICT OF INTEREST**

LICENSEE shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the License or any competing offer, shall have any direct or indirect financial interest resulting from the award of the License or shall have any relationship to the LICENSEE or officer or employee of the LICENSEE.

41. **FORMER COUNTY OFFICIALS.**

LICENSEE agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Licensee or its subcontractor(s) being utilized on this project. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information also includes the employment and/or representative capacity and the dates these individuals began employment with or representation of LICENSEE. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

42. **IMPROPER CONSIDERATION**

LICENSEE shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the COUNTY in an attempt to secure favorable treatment regarding any contract or License awarded by COUNTY.

The COUNTY, by written notice, may immediately terminate any License if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a License has been awarded.

LICENSEE shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Licensee. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

43. **INACCURACIES OR MISREPRESENTATIONS**

If in the course of the RFQ process or in the administration of a resulting License, the COUNTY determines the LICENSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the License may be immediately terminated.

In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

44. **REPRESENTATION OF THE COUNTY**

In the performance of the License, LICENSEE, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

45. **RECYCLED PAPER PRODUCTS**

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires licensees to use recycled paper for proposals and for any printed or photocopied material created as a result of a license with the COUNTY. The policy also requires LICENSEES to use both sides of the paper sheets for reports submitted to the County whenever practicable.

In addition, the policy requires the use of recycled products in fulfilling contractual obligations wherever practicable.

*****END OF LICENSE*****

SAN BERNARDINO COUNTY

By _____
Ken Miller, Director
Department of Public Works

Date _____

APPROVED AS TO LEGAL FORM:

ALAN K. MARKS, County Counsel
San Bernardino County, California

By _____
Date _____

(Print or type name of Licensee)

By _____
(Sign in Blue Ink only)

Name _____
(Print or type)

Title _____
(Print or type)

Date _____

Address _____

EXHIBIT "1" - INSURANCE

LICENSEE COMPLETE THIS FORM AND ATTACH A CERTIFIED COPY OF ALL INSURANCE POLICIES AND ENDORSEMENTS.

LICENSEE:

PREMISES:

TERM:

PRIMARY INSURANCE POLICY:

Name of Licensee's Insurance Company _____

Effective Dates of Policy _____

Claims Made Policy _____ Per Occurrence Policy _____

Limits of Liability _____

Deductibles:

Per Occurrence _____

Annual Aggregate _____

Additional Insured Endorsement Attached _____ Yes _____ No

Certified Copy of Policy Attached _____ Yes _____ No

EXCESS/UMBRELLA POLICY

Name of Licensee's Insurance Company _____

Effective Dates _____

Limits of Liability _____

Underlying Coverage Limits _____

Name of Underlying Company _____

Additional Insured Endorsement Attached _____ Yes _____ No

Certified Policy (Copy of) Attached _____ Yes _____ No

NOTE: If there are any questions concerning the required insurance, LICENSE contact the County Risk Management Office at (909) 386-8622.

EXHIBIT "2"

HAZARDOUS SUBSTANCES ALLOWED ON THE PROPERTY

**ONLY THOSE HAZARDOUS WASTES OF THE TYPE AND IN THE
AMOUNT APPROVED BY, AND STORED IN A MANNER ACCEPTABLE
TO, COUNTY FIRE DEPARTMENT.**

EXHIBIT "3"

TEMPORARY USE PERMIT

TEMPORARY USE PERMIT

ON-GOING PROCEDURAL and OPERATIONAL CONDITIONS OF APPROVAL

Applicant Information

Applicant: Solid Waste Management Division
Attn: Peter Wulfman
222 West Hospitality Lane, Second Floor
San Bernardino, CA 92415-0017
(909) 386-8722

APN: 0330-011-27 and 0330-011-28
Zoning: LA/RC & LA/PD-1/40
Location of Property: Torrey Pine Road off State Highway 173
Proposed use of Property: Timber Staging Area

Project Description

In an effort to maximize the remediation effort to remove dead trees from mountain communities devastated by drought and bark beetle infestation, it is the intent of the County to select one or more companies to operate timber processing operations on County land.

The County of San Bernardino will offer for lease, at a significantly reduced rate, to licensed, qualified timber harvesters, land upon which to process timber harvested from private lands. The property is described as approximately 26 acres north of State Highway 18, east of State Highway 173, off Torrey Pine Road, southeast of Mountain Communities Hospital. Within the approximate 26-acre site, there are approximately five separate, flattened areas, each between 2 and 3 acres (see Figures 1 and 2). This property is owned by County Service Area 70 (CSA 70), a separate legal entity.

The land will be leased to the occupant for \$1 (one U.S. dollar) for an initial three-month term, with month-to-month, no-fee, extensions, up to 12 extensions. At the end of the lease, or upon termination, the occupant will be required to return the property to its existing state.

The County does not intend to pay for tree cutting, removal, processing, or disposal of wood or wood-related waste, nor will it enter into contracts with private property owners for such activity.

Conditions of Operation

The conditions of operation include but are not limited to:

- 1) All chipping and grinding operations will cease at least 1 hour prior to dusk, and all machinery cleared of all brush, and debris.
- 2) Operations that require heavy, noisy equipment, such as chippers, grinders, chain saws, etc. can only operate after 8 a.m.
- 3) No nighttime operations, except for office work or work that does not require out-of-doors work, will be permitted, unless on an emergency basis to be approved by the Fire Marshall and Solid Waste Management Division Manager.
- 4) No permanent site lighting. Temporary lighting can be used on a limited basis based on approval of emergency nighttime operations as stated in item three (3) of this permit.
- 5) Welding and machine repair is to be conducted in the early morning hours.
- 6) Site shall be accessible to the County Fire Marshall and other regulatory agencies at all times.
- 7) Provide a 24-hour security guard (Note: a cost-share arrangement among the operators can be made).
- 8) No on-site, outside storage or handling of flammable liquids, hazardous materials, oils, lubricants, or antifreeze.
- 9) Maintain a 25-foot-wide clearance on each side of the centerline of the common access road within each area.
- 10) Provide a 2,000-gallon portable, stationary, water tank on site, per County Fire requirements.
- 11) All storage of wood and other combustible materials shall conform to the Uniform Fire Code, Article 30, and shall adhere to the following:
 - a) The distance between piles of combustible material storage shall be 30' at the base.
 - b) Combustible material storage shall not exceed twenty (20') feet in height from the bottom of the combustible materials
 - c) Combustible material storage shall be no closer than ten (10') feet to any fence or other obstruction.
 - d) Clear/unobstructed access shall be maintained between any combustible material and water tank or water source.
 - e) A fire department Knox entry lock system shall be installed on all entrance gates.
 - f) A property identifier shall be posted and clearly visible from the access road displayed with reflective 6" or higher lettering.

Follow-on Permits

- 12) The applicant shall ascertain and comply with the requirements of all State, County and Local agencies as are applicable to the project areas. They include, but are not limited to: County Departments of Public Health-Environmental Health Services, Land

Use Services-Building and Safety/Code Enforcement, Public Works, Flood Control District, and Fire, as well as State agencies that include the State Fire Marshal, Regional Water Quality Control and South Coast Air Quality Management District.

Continuous Effect

13) All of the conditions of this Temporary Use Permit are in effect through out the useful life of the project for the approved use. Failure of the applicant, or any operator to comply with any or all of said conditions at any time may result in the revocation of the permit granted to the property, provided adequate notice and opportunity is provided to correct and comply with the conditions of approval.

Continuous Maintenance

14) All landscaping, fuel modification measures, fencing and structures shall be maintained regularly by the applicant, so that all facets of the development are kept in continual good repair. All trash and storage areas, loading areas, mechanical equipment shall be screened from public view, to the extent feasible. The property shall be maintained so that it is not dangerous to the health and welfare of the surrounding properties. Fuel modification shall be performed on an as-needed basis, as determined by the Fire Marshall.

Enforcement Fees.

15) If any County enforcement activities are required to enforce compliance with the conditions of approval, the applicant and/or operator shall be charged for such enforcement activities in accordance with the San Bernardino County Code Schedule of Fees.

On-Site Sanitary Facilities

16) The on-site facilities shall be maintained so as not to create a public nuisance and shall be serviced by a qualified operator. For information call DEHS/Wastewater Section at (909) 387-4666 [E13 modified]

Solid Waste Storage

17) All refuse generated at the premises shall at all times be stored in approved containers and shall be placed in a manner so that visual, noise, or other impacts and environmental health nuisances are minimized and complies with San Bernardino County Code Chapter 8, Section 33.081 et. seq. For information, call DEHS/Local Enforcement Agency (LEA) at (909) 387-4655.

Solid Waste Removal

18) All refuse containing garbage shall be removed from the premises at least two (2) times per week to an approved solid waste facility, in conformance with San Bernardino

County Code Chapter 8, Section 33.081 et seq. For information, call DEHS/Local Enforcement Agency at (909) 387-4655.

Site Access

19) The applicant shall be responsible for maintaining access to the site, including but not limited to any grading or snow removal that may be required. Operators shall maintain clear access throughout the site, with appropriate turn-around space, as required by the Fire Marshall.

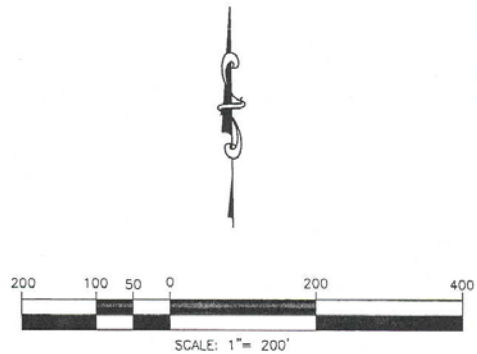
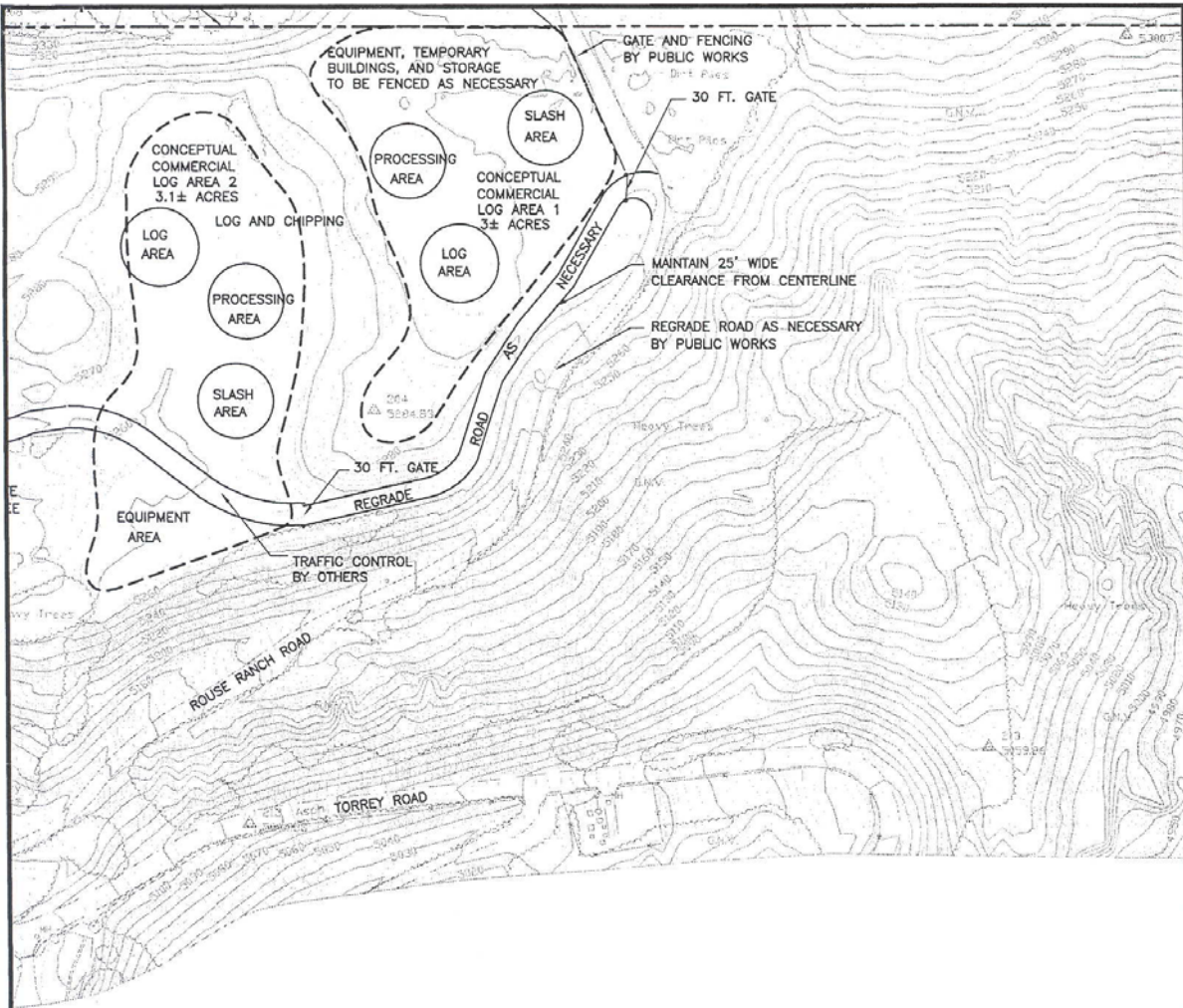
EXHIBIT "4"

PROPERTY LOCATION MAP



COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC WORKS SOLID WASTE MANAGEMENT DIVISION				LAKE ARROWHEAD PROPOSED BARK BEETLE WOOD DIVERSION SITE (EAST OF HOSPITAL) BARK BEETLE DIVERSION SITE		FIGURE 2a
DRAWN BY MJS	DESIGNED BY	PROJ. ENGR. GES	SCALE AS SHOWN	DATE 12-23-02		

Z:\CAD Documents\Site\Lake Arrowhead\Projects\Misc\BARK BEETLE\02 LARROW BBTREE2.dwg 12/23/2002 03:24:49 PM PST



COUNTY OF SAN BERNARDINO
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE MANAGEMENT DIVISION

DRAWN BY MJS	DESIGNED BY .	PROJ. ENGR. GES	SCALE AS SHOWN
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LAKE ARROWHEAD
PROPOSED BARK BEETLE
WOOD DIVERSION SITE (EAST OF HOSPITAL)
BARK BEETLE DIVERSION SITE

FIGURE

2b

DATE
12-23-02

Z:\CAB Documents\Lake Arrowhead\Projects\MSL\BARK BEETLE\B2.dwg 12/23/2002 03:24:49 PM PST

Attachment 2

Additional RFQ Information

ATTACHMENT 3 ADDITIONAL RFQ INFORMATION

PROPOSAL CONDITIONS

A. Contingencies.

This RFQ does not commit the County of San Bernardino to award a license. The County reserves the right to accept or reject any or all proposals or waive irregularities if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals.

Proposals shall remain open, valid and subject to acceptance anytime up to one year after the proposal opening date and time. The County realizes that conditions other than lowest cost are important and will award license(s) based on the proposal(s) that best meet the needs of the County, based on the criteria set forth herein.

C. Modifications.

The County reserves the right to issue addenda or amendments to this RFQ.

D. Proposal Submission.

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred costs.

This RFQ does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

PROPOSAL SUBMITTAL

A. General.

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFQ, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding this RFQ have been satisfied.

2. Proposal must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFQ. Expensive bindings, colored displays or promotional materials, are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. All proposals and materials submitted become the property of the County. All proposals received are subject to the "California Public Records Act" (found at Government Code sections 6250 et seq.).

If any Proposer's response contains trade secrets, or other information, which is proprietary by law, that Proposer must notify the County of its request to keep said information confidential. This request must be made in writing and attached to the envelope containing the proposal response. The proprietary or confidential data shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. If a public records request is made to the County relative to the Proposer's response, the County will review the Proposer's request for confidentiality and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law.

5. The County has adopted a recycled product purchasing standards policy, which requires Proposers to use recycled paper for proposals and for any printed or photocopied materials created as a result of a License with the County and/or the SWMD. The policy also requires Proposers to use both sides of paper sheets for reports submitted to the County whenever possible.

EVALUATION/SELECTION PROCESS

A. Introduction.

Following the opening of the proposal packages, the proposals will be evaluated by the Selection Committee. The committee will be comprised of representatives from the County. The Selection Committee will review and select the successful Proposer in accordance with the County's policy and the provisions of this RFQ.

B. Proposal Evaluation.

1. Initial Review.

Staff will initially review each proposal for adherence to the minimum requirements.

If a proposal does not meet these minimum requirements, it may be rejected as non-responsive to the RFQ. Proposals deemed non-responsive at this point will not be further evaluated.

2. Technical Review.

The Selection Committee will evaluate the proposal as provided in Section 3 of the RFQ.

3. Additional Consideration.

It is the County's policy to afford all local businesses the maximum opportunity to participate in County procurements. If quality, service, and cost are equal, procurement will be made from local businesses.

C. Oral Presentations.

Upon completion of the Initial and Technical qualifications evaluation, the Selection Committee may require oral presentation(s) of those Proposer(s) the Selection Committee deems to warrant further consideration.

D. Selection.

The Selection Committee will rank the Proposer's based upon the above. Following the evaluation of the proposals, the Selection Committee will present its analysis and recommendation to the Director of Public Works.

4

5 PROTEST

Proposers may protest the recommended award, provided the protest is in writing, contains the RFQ title, is delivered to the address listed on the cover sheet of this RFQ, and is submitted within ten (10) calendar days of the date of the notification of intent to award.

Grounds for a protest are:

- The County's failure to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments;
- Violations of conflict of interest as provided by California Government Code section 874100 et seq.; or,
- Violations of state or federal law.

Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator – Economic Development and Public Services Group whose decision shall be final and shall not be subject to further review or appeal.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's

business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employee" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

_____ If checked, the proposer is required to provide with the proposer's response any information responsive to the requested disclosures set forth in this Section 7.

Any information provided in response to THIS SECTION, which is deemed by the Proposer to be confidential or proprietary shall be so marked.

Attachment 4
SAMPLE PRICE STRUCTURE WORKSHEET

SAMPLE Infested Tree Assessment Matrix

Landowner:					Date of Inspection:					
Location:					Comments:					
Phone:										
Tree Infested with Bark Beetles: Yes No										
Number of Trees Infested:										
Inspector:										
Item	Description	Low	Moderate	High	Extreme	Total	Total	Total	Total	Total
					DBH=					
1	DBH	0-12"	13-24"	25-48"	49 + "					
		1	2	3	4					
2	Height	0-50'	50-100'	100-125'	125 + '					
		1	2	3	4					
3	Distance to Structure	20+'	10-20'	3-10'	0-3'					
		1	2	3	4					
4	Branch Size	0-1"	1-3"	3-6"	6 + "					
		1	2	3	4					
5	Integrity	Straight	Tree Lean is Minor towards Structure	Tree Lean is Major Towards Structure	Defect/Decay					
		1	2	3	4					
6	Branches Overhanging	No Overhanging Branches	1/4 or less	1/4 – 1/2	1/2 to full distance					
		1	2	3	4					
7	Branch Integrity	Live	1/4 Dead	1/4 – 1/2 Dead	All Dead					
		1	2	3	4					
8	Clear Area to Fall Tree	Clear Area	Minor Hazards	Moderate Hazards	Major Hazards					
		1	2	3	4					
9	Technical Falling	Free Falling with Minor Obstructions	Climbing & Free Dropping	Climbing & No Free Dropping	Crane or Heavy Equipment					
		1	2	3	4					
10	Debris Clean Up	Easy Access- Short Haul	Minor Access and Haul	Moderate Access and Haul	No Access – Long Haul					
		1	2	3	4					
11	Time Commitment	1/4 Day	1/4 – 1/2 Day	1 Day	1 + Days					
		1	2	3	4					
Total Score										
Total Score		0-16		17-27		28-38		39-44		
Difficulty		Low		Moderate		High		Extreme		
Work to be performed by:		Insect Control Crew*		Insect Control Crew or Contractor		Contractor Work Only (not to exceed \$3,000)		Landowner responsible for treating tree		